

**AMENDMENT NO. 2  
TO  
MASTER SOFTWARE AND SERVICES AGREEMENT**

This Amendment No. 2 ("Amendment") to that certain Master Software and Services Agreement effective as of July 1, 2012 (the "Original Agreement") is entered into effective as of July 25 2016 ("Amendment Effective Date") by and between Paciolan, LLC (formerly Paciolan, Inc.) dba Spectra Ticketing & Fan Engagement ("Paciolan") and Florida State University, Board of Trustees an institution of higher learning and public body corporate of the State of Florida, for and on behalf of the Florida State University ("Customer").

**Background**

Paciolan and Customer desire to further amend the Original Agreement as specified below to provide Customer with additional Professional Services and subscription services.

In consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Original Agreement as follows.

**Original Agreement Amendments**

1. **Investment Addendum.** The Investment Addendum to the Original Agreement shall be supplemented with the subscription services, Professional Services and corresponding additional terms and conditions as set forth on **Exhibit A** attached hereto.
2. **Marketing Automation.** Exhibit B (PACMail Addendum) to the Original Agreement shall be amended and restated as set forth on **Exhibit B** with the Marketing Automation Subscription Addendum. For the avoidance of doubt, Customer's right and license to use the PACMail services shall terminate upon the Amendment Effective Date.
3. **CRM Statement of Work.** Paciolan shall provide Customer with the Professional Services set forth in the CRM Statement of Work attached hereto as **Exhibit C**, which shall constitute an Investment Addendum under the Original Agreement.

All exhibits attached hereto are incorporated herein by reference. Except as amended by this Amendment, all terms and conditions set forth in the Original Agreement, including the defined terms, shall remain in full force and effect. If there is any conflict between the terms of this Amendment and the Original Agreement, then the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and do each hereby represent that their respective signatory whose signature appears below has been and is on the Amendment Effective Date duly authorized by all necessary and appropriate corporate action to execute this Amendment.

**PACIOLAN, LLC**

Signature:

David R. Butler

Name:

David R. Butler

Title:

CEO

Date:

7/23/16

**FLORIDA STATE UNIVERSITY**

Signature:

Stan Wilcox

Name:

Stan Wilcox

Title:

Vice President and Director of Athletics

Date:

7/12/16

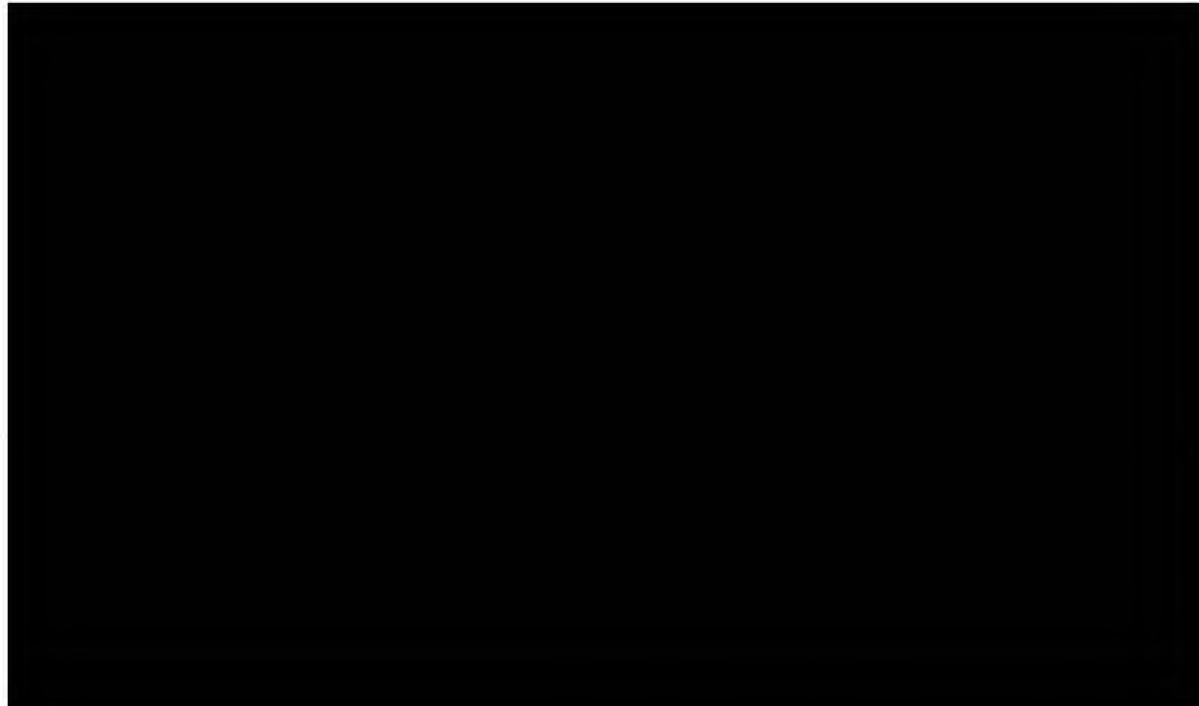
**EXHIBIT A**  
**INVESTMENT ADDENDUM**



- Number of Login Users – Up to 3
- System provisioning and implementation, including:
  - Development of 2 responsive design email templates
  - Subscription management and optional welcome campaign
  - Training of the following functionality:
    - Data consolidation / centralization
    - Advanced list segmentation
    - Personalized email with dynamic content
    - Forms & surveys
    - Program automation
    - Personalized URLs & landing pages / microsite
    - Reporting
- Automated nightly ticketing feed from Paciolan into the marketing automation database
- 1 in-person training session with 1 Paciolan representative (held on 2 consecutive days, for 4 hours each day), and 2 web-based training sessions with 1 Paciolan representative (for up to 3 hours each session)
- Weekly status calls through the initial implementation period, typically at the conclusion of the first training session and deployment of Customer's first email campaign through the marketing platform (estimated 6-8 weeks).
- Multi-step scheduled marketing automation
- 1 Personalized URLs (PURLS) - Selected from Paciolan Ticketing pURL Solution Center
- Choice of 5 Use Cases and training of those functionalities including, but not limited to:
  - Shopping Cart Abandonment – College Athletics: Limit 1 per sport
  - Behavior Based Retargeting – Limit 2 Campaigns (including 4 emails each)
  - Email Personalization – Choice of: Rep, Seat Block, Subscription or Account Info
  - Post Event Survey or Communication – Limit 1
  - Access Scan in Welcome Email or Internal Notification – Limit 1 Workflow
  - Post Event Communication using Access Scan Data - Limit 2
  - Webpage Tracking Scripts – Limit 5 pages tagged
  - Web Visit Nurturing Campaign (Automated follow up from web tracking tags) - Limit 3
  - A/B Split Testing – Limit 2
  - Birthday Campaigns – Limit 2
  - Auto opt-in for New Purchasers – Limit 1
  - Acquire opt-in from Past Purchasers – Limit 1
  - Survey email and Form - Limit 2
  - STH Renewal Intent Surveys - Limit 1
  - Lead Generation/ Data Capture Web Application Campaign – Limit 2
  - Referral Campaign – Limit 1

- Automated Customer Reengagement Campaign – Limit 1
- Event Non-Attendees Follow Up – Limit 1
- Donor & Development Post Event Email Campaign – Limit 1
- Form Submit Notifications – Limit 5
- STH Opt-out Notifications – Limit 1
- Post-purchase Confirmation Email - Limit 1

Paciolan will maintain an organization and process to provide technical support to Customer for the Application Services. Support shall include (i) diagnosis of problems or performance deficiencies of the Application Services and (ii) prompt advice and guidance on the use of the Application Services. Paciolan will provide E-mail and telephone-based help desk support on the use of the Application Services in accordance with the Original Agreement.



\*\*The applicable annual fee is subject to a pro-rata reduction for services provided for a portion of the applicable period due to commencement of the applicable subscription service (i.e. live date) in the middle of the period for the first period.

**EXHIBIT B**  
**MARKETING AUTOMATION SUBSCRIPTION ADDENDUM**

This Marketing Automation Subscription Addendum ("Addendum") is a binding and enforceable legal agreement between Customer and Paciolan. "Application Services" means the provision of electronic access to one-to-one direct marketing software over a computer network and related technical support services. Customer represents and warrants that Customer is authorized to enter into this Addendum.

**1. DEFINITIONS**

The "CAN-SPAM Act" means the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003.

"Confidential Information" shall have the meaning set forth in Section 4.

"Customer Data" means all electronic data or information submitted by Customer to the Application Services.

"Non-Public Personal Information" shall mean personally identifiable information, including, without limitation, social security numbers, financial account numbers (i.e. credit card, checking account, savings account, etc.), medical, employment, or insurance numbers, and passport numbers.

The "UIGE Act" means the Unlawful Internet Gambling Enforcement Act of 2006.

2. **USE**. Customer may use the Application Services only in and for Customer's own internal purposes and business operations contemplated herein. Customer may not use the Application Services as a service for any third party. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of the email marketing software accessed by Customer hereunder, in whole or in part, is granted except as expressly provided by this Addendum. Neither Customer nor any of Customer affiliates shall reverse engineer, decompile or disassemble the Application Services. Nothing in this Addendum will entitle Customer or any of Customer affiliates to access or use the source code of the Application Services. Customer shall not: (i) send via or store within the Application Services infringing, obscene, threatening, defamatory, fraudulent, abusive, or otherwise unlawful or tortious material, including that is harmful to children or violates third party privacy rights; (ii) send via the Application Services any unsolicited commercial or non-commercial communication; (iii) send via, upload to, or store within the Application Services any viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Application Services or the data contained therein; or (f) attempt to gain unauthorized access to the Application Services or its related systems or networks. Customer shall not (a) modify, copy or create derivative works based on the Application Services; (b) frame or mirror an content forming part of the Application Services, other than on Customer's own intranets or otherwise for its own internal business purposes; (c) reverse engineer the Application Services; or (d) access the Application Services in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Application Services.

3. **EMAIL FOOTER**. Customer acknowledges and agrees that a default footer shall be added to each email sent via the Application Services, which footer shall include (i) the identification of the sender; (ii) instructions on how the recipient can opt-out of the future commercial mailings; (iii) the sender's valid physical mailing address; and (iv) a link to Customer's privacy policy.

4. **CUSTOMER RESPONSIBILITIES**. Customer is responsible for all activity that occurs within Customer account(s). Customer shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (b) prevent unauthorized access to, or use of, the Application Services, and notify Paciolan promptly of any such unauthorized access or use; and (c) comply with all applicable local, state, federal and foreign laws in using the Application Services, including without limitation the CAN-SPAM Act. Customer shall not upload to, or store within, the Application Services (and Customer Data shall not contain) any Non-Public Personal Information. Customer understands and acknowledge that: (i) Paciolan, in its reasonable discretion, may refuse to distribute any message content that Paciolan reasonably believes is defamatory, infringing, or otherwise unlawful; and (ii) Paciolan, in its reasonable discretion, may refuse to distribute any email to any recipient that Paciolan reasonably believes has not granted permission (or otherwise "opted-in") to Customer to send such message(s) or that Paciolan reasonably believes is unlawful. Paciolan and Paciolan's applicable service provider has no obligation to supply or "scrub" any message recipient list; and Customer is solely responsible for the

creation, initiation and sending of messages via the Application Services, including, but not limited to, the content, recipient, and timing of such messages.

5. **CONFIDENTIALITY.** Customer acknowledges that the Application Services and any other information provided to Customer by Paciolan incorporate confidential and proprietary information developed by, acquired by, or licensed to Paciolan ("Confidential Information"). Customer will take (and will cause Customer affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information. Neither Customer nor any of Customer affiliates will make any unauthorized use of the Confidential Information or disclose, in whole or in part, any part of the Confidential Information to any individual or entity, except to those of Customer employees or consultants who require access for Customer authorized use of the Confidential Information and agree to comply with the use and nondisclosure restrictions applicable to the Confidential Information under this Addendum except as required by Florida law. Customer acknowledges that any unauthorized use or disclosure by Customer or any of Customer affiliates of the Confidential Information may cause irreparable damage to Paciolan. If Paciolan becomes aware of Customer breach or threatened breach of this Section 5, Paciolan may suspend any and all rights granted to Customer under this Addendum and shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to Paciolan.

6. **INDEMNIFICATION.** To the extent permitted by Florida state law and subject to the limitations set forth in Paragraph 7. herein, Customer shall defend, indemnify, and hold Paciolan and its licensors harmless against any loss, damage, or cost (including reasonable attorneys' fees) incurred in connection with a claim, demand, suit, or proceeding alleging that (a) Customer Data infringes the intellectual property rights of a third party, (b) Paciolan's or its licensors' use of any Customer Data, as permitted by this Addendum, has otherwise harmed a third party, (c) Customer use of the Application Services other than in compliance with the terms of this Addendum, or (c) Customer violation or alleged violation of applicable laws including without limitation, personal privacy laws and laws related to the distribution of email and other one-to-one digital communications, including without limitation, either the CAN-SPAM Act or the UIGE Act.

7. **REPRESENTATIONS AND WARRANTIES.** Customer represents and warrants that: (a) every recipient to whom a message is sent via the Application Services shall have given Customer consent ("opted-in") to send such message; (b) the Customer Data shall not infringe on any copyright, patent, trade secret or other proprietary right held by any third party; (c) Customer shall not use the Application Services in a manner that violates any international, federal, state, or local law or regulation relating to individual privacy or the distribution of email and other digital one-to-one communications, including but not limited to the CAN-SPAM Act; and (d) Customer engages in no activity in violation of the UIGE Act nor shall Customer use the Application Service to advertise or otherwise promote any activities that would violate the UIGE Act.

8. **OUTAGE POLICY.** CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT PACIOLAN DOES NOT WARRANT THAT THE APPLICATION SERVICES WILL BE UNINTERRUPTED OR ERROR FREE AND THAT PACIOLAN MAY OCCASIONALLY EXPERIENCE HARD OUTAGES DUE TO INTERNET DISRUPTIONS THAT ARE NOT WITHIN PACIOLAN'S CONTROL. ANY SUCH HARD OUTAGE SHALL NOT BE CONSIDERED A BREACH OF THIS ADDENDUM.

9. **OWNERSHIP.** All trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to the Application Services, are and will remain the sole and exclusive property of Paciolan or its applicable service provider(s), whether or not specifically recognized or perfected under applicable law. Paciolan or its applicable service provider(s) shall own all rights, title and interest, including all intellectual property rights, in and to the Application Services, any improvements to the Application Services or any new programs, upgrades, modifications or enhancements thereto, even when such refinements and improvements result from Customer request. No rights are granted to Customer hereunder other than as expressly set forth herein. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in Paciolan or its applicable service provider(s) by virtue of this Addendum or otherwise, Customer hereby transfers and assigns (and, if applicable, shall cause Customer affiliates to transfer and assign) to Paciolan or its applicable service provider(s) all rights, title, and interest which Customer or any of Customer affiliates may have in to such refinements and improvements. As between Paciolan's applicable service provider and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data.

10. **DISCLAIMER OF WARRANTIES.** EXCEPT AS MAY BE OTHERWISE SPECIFICALLY PROVIDED HEREIN, THE APPLICATION SERVICES ARE PROVIDED HEREUNDER "AS IS" WITHOUT WARRANTY OF ANY KIND. EXCEPT AS MAY BE OTHERWISE SPECIFICALLY PROVIDED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, PACIOLAN AND ITS APPLICABLE SERVICE PROVIDER(S) EACH EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE APPLICATION SERVICES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE APPLICATION SERVICES, WHETHER MADE BY EMPLOYEES OF PACIOLAN OR OTHERWISE, WHICH IS NOT CONTAINED IN THIS ADDENDUM, SHALL BE DEEMED TO BE A WARRANTY BY PACIOLAN FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF PACIOLAN WHATSOEVER.

11. **CUSTOMER MARKS.** Paciolan and its applicable service provider(s) may use Customer trademarks and trade names ("Marks") solely in connection with the authorized provision of the Application Services. Any other use of Customer Marks shall be with Customer prior written consent, which consent may be withheld in Licensor's sole discretion. Any permitted use of Customer's Marks shall be subject to all written regulations and guidelines regarding the use of Customer Marks.

12. **ANTI-SPAM CERTIFICATIONS.** Customer certifies that Customer is the owner of all email distribution lists distributed using the Application Services, and that Customer is solely responsible for the composition and membership of each list. Customer certifies that to the best of Customer's knowledge all subscribers to be used in connection with the Application Services have provided permission to Customer to send them email.

13. **TERMINATION.** Paciolan may immediately terminate this Agreement upon notice to Customer if Paciolan's applicable service provider or Customer receives notice from any governmental entity that Paciolan's applicable service provider (in connection with its provision of Application Services) or Customer alleged to be in violation of UIGE Act. Upon any termination for cause by Paciolan, Customer shall have 30 days to access its account and download/export Customer Data. Upon expiration of such 30-day period, Paciolan's applicable service provider may convert Customer's account to an inactive status. Paciolan's applicable service provider may delete all Customer Data upon Customer's account converting to inactive status.

14. **GOVERNMENT CONTRACTS.** Paciolan's or its applicable service provider's performance of its obligation under this Agreement is not related to Customer's performance of any government contract it has, nor does it involve performing, undertaking or assuming any obligation that Customer may have under any government contract. Customer will notify Paciolan in writing any time such a situation arises or appears it may arise so that Paciolan's applicable service provider can determine if it wishes to alter its contractual relationship under those changed circumstances.

15. **TRANSITION.** At no additional charge, Paciolan may transition Customer to services provided by a different party third party that are similar to the Application Services under similar terms and conditions.

**EXHIBIT C**  
**CRM STATEMENT OF WORK**

This Statement of Work ("SOW") is subject to the Agreement.

**1. Project Overview**

Paciolan offers implementation and ongoing consulting Professional Services for Customers of Salesforce.com ("SFDC"), an on-demand customer relationship management ("CRM") application. Customer shall be responsible for purchasing the SFDC products, licenses and subscription services pursuant to a separate agreement between SFDC and Customer.

**2. Scope**

The scope of the Professional Services to be completed for Customer is set forth in this SOW. Paciolan's duties consist of: (i) installation of CUSTOMER's SFDC instance and (ii) administration and strategic consulting and support of the CUSTOMER's SFDC CRM application as set forth in Section 3.

**3. Scoping, Timeline for Work and Service Level**

- a. This SOW is based upon the number of consulting hours required for Paciolan to provide the Professional Services.
- b. Professional Services consist of:
  - a. User set-up, security and profiles
  - b. Campaign, report and dashboard building
  - c. Data; Loading
- c. Service Level. Paciolan will use commercially reasonable efforts to provide a response to email or phone requests within 2 business days. Depending on the nature of the request, and whether or not the data that is needed is comprehensive, accurate and present, Paciolan cannot make commitments to the completion service level. Paciolan will provide an estimated time to complete after assessing all requests and will communicate that to the CUSTOMER. Paciolan assumes that end-users from CUSTOMER will be readily available to provide answers needed to complete SFDC CRM admin ongoing tasks / reports / campaigns / dashboards, etc.

**4. Points of Contact**

Paciolan	Mark DiMaurizio	930 East Lincoln Highway, Suite 200 Exton, PA 19341	(267) 226-1943
Customer			

**5. Assumptions**

Paciolan's performance of the Professional Services shall be contingent upon Customer's performance of the obligations below:

- a. CUSTOMER shall provide to Paciolan a SFDC administrative user name and password for use in the delivery of Professional Services identified in this SOW. Customer represents that Customer will have all rights, consents, authorizations and licenses to grant Paciolan such access. In consideration of Customer providing Paciolan and SFDC administrative user name and password, Paciolan shall defend, indemnify, and hold Customer harmless against any loss, damage, or cost (including reasonable attorneys' fees) incurred in connection with a claim, demand, suit, or proceeding alleging that Paciolan's use of the SFDC application is not in compliance with the terms of any agreements or licenses Customer has with SFDC Addendum, or (c) Paciolan's use of the CRM application is in violation or alleged violation of applicable laws.
- b. The Professional Services shall begin upon CUSTOMER's execution of the SOW.
- c. Technology Infrastructure – CUSTOMER is responsible for any needed work or activity related to acquiring and installing appropriate software and hardware to support the Professional Services.
- d. Software – CUSTOMER represents that it has all appropriate software licenses required for the systems in place for the Professional Services including the appropriate SFDC CRM license edition to accomplish the Professional Services (including data storage). Paciolan will use its own third party administrative tools, which will remain in Paciolan's possession.
- e. Standard Desktop Build – CUSTOMER represents that its desktop includes necessary software and versions as required by SFDC desktop components and plug-ins (ex. SFDC for Outlook plug-in). Additionally, all users have necessary desktop permissions required by SFDC desktop components and plug-ins if applicable.
- f. Desktop Deployment – Any software deployment will be the responsibility of CUSTOMER. Additionally, CUSTOMER's preferred mechanism for software deployment must be supported by SFDC.
- g. Customer Resources (Empowerment) – CUSTOMER will identify appropriate internal resources that will be available to work with Paciolan to conduct the Professional Services.

## 6. Fees

The fees in this SOW were developed using information gathered from documents and/or information provided by CUSTOMER. The Professional Services described in this SOW are based on such documents and information. Any Professional Services required outside of the Professional Services described herein shall be set forth in a separate Statement of Work.

The fee for the installation and for administration Professional Services for the Initial Term \$15,000 annually. CUSTOMER will receive one (1) in-person training visit per contractual year (July 1-June 30). If CUSTOMER requests any additional on-site visit(s) and then CUSTOMER will be billed expenses at cost as incurred, subject to CUSTOMER'S prior written approval, which may be via email.

SFDC licenses and third party products are not included the above fee.

## 7. Payment Terms

Paciolan will invoice CUSTOMER pursuant to the Fees and Payment Terms in Exhibit A. The SOW fee for Professional Services outlined above are exclusive of travel and expenses ("T&E").